

**PRIVATE AGREEMENT BETWEEN RESPONSIBLE PARTY AND ADJACENT  
PROPERTY OWNERS VAPOR MITIGATION SYSTEM LOCATED AT 1001 CENTER  
POINT DRIVE, STEVENS POINT, WI 54481**

CONTINUING OBLIGATIONS RESPONSIBILITY RELATED TO AND REQUIRED BY  
WDNR RE: BRRTS # 02-50-580174

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between The Redevelopment Authority of Stevens Point (“RA”), as the responsible party, and property owners, Mid-State Technical College District (“MSTC”).

**RECITALS**

WHEREAS, as part of its request for closure of WDNR BRRTS No. 02-50-580174, the former Center Point Market Place, at 1001 Center Point Drive, Stevens Point, Wisconsin, The Redevelopment Authority of Stevens Point (“RA”) as the responsible party (“RP”), submitted its Operation & Maintenance (“O&M”) Plan for the sub-slab vapor mitigation system (“VMS”) located at 1001 Center Point Drive, Stevens Point, WI, in response to the WI DNR Notification of Continuing Obligations and Residual Contamination which required continued operation and maintenance of a vapor mitigation system at 1001 Center Point Drive, Stevens Point, WI; and,

WHEREAS, in furtherance of that request for closure, RA wishes to make alternate arrangements for who is responsible for the long-term O&M, with the property owners of 1001 Center Point Drive, Stevens Point, WI, upon which is located a Technical College, in which is operating a sub-slab vapor mitigation system (“VMS”), also known as a sub-slab depressurization system (“SSDS”), intended to interrupt the potential migration of sub-slab vapor exceeding Wisconsin regulatory standards into; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. The property owner shall be responsible to monitor the VMS to ensure its proper and continuing operation, and if maintenance is required, are responsible for notifying the RA immediately at the number provided in the notices section of this agreement.
2. The RA shall be responsible to have completed an annual visual inspection of the site (Technical College for obvious structural changes or damage) and entire VMS to look for visible signs of wear and tear (i.e., cracked or damaged piping; loose or broken brackets, fittings, couplings, and fan housings; obstructions to air flow; damaged or broken suction points). In compliance with s. NR 727.05(1)(b)3., Wis. Adm. Code, the RA shall complete the Continuing Obligations Inspection and Maintenance Log (DNR Form 4400-305) to document each annual Continuing Obligations Inspection and Maintenance Log (DNR Form 4400-305) on file for as long as the VMS is in Operation.
3. VMS repairs, modifications or shutdowns are prohibited without prior authorization from the Wisconsin DNR, following VMS failures, damage or other related emergencies. In the event the PROPERTY OWNERS notify the RA, or the RA discovers

during its annual inspection that maintenance to the system is required, the RA shall be responsible to notify within 24 hours, by telephone:

Wisconsin DNR R & R Program  
c/o Matthew Vitale  
1300 W. Clairemont Avenue  
Eau Claire, WI 54701  
Telephone: (715)839-3750  
Email: [matthew.vitale@wisconsin.gov](mailto:matthew.vitale@wisconsin.gov)

4. After receiving authorization from WDNR, the RA shall be responsible to initiate the repair, component replacement or modifications necessary to continue VMS operation by the installer or a certified radon mitigation contractor listed by the Wisconsin Department of Health Services.

5. Any costs associated with repair, component replacement or modifications of the VMS shall be the sole responsibility of the RA.

6. This agreement shall terminate upon the transfer of 1001 Center Point Drive, Stevens Point, WI to a new owner by either party or the removal or change of the use of the property (current a Technical College). This agreement is non-transferrable. Any subsequent property owners would be required to enter into a new and separate agreement with the City of Stevens Point.

7. A copy of this Agreement shall be provided to the WI DNR and made available on the DNR's database.

8. Any notices required to be provided under this Agreement, shall be provided to:

a. The Redevelopment Authority of Stevens Point  
c/o Executive Director  
1515 Strongs Ave.  
Stevens Point, WI 54481  
Telephone: 715-346-1568  
Email: [rkernosky@stevenspoint.com](mailto:rkernosky@stevenspoint.com)

b. Wisconsin DNR R & R Program  
1300 W. Clairemont Avenue  
Eau Claire, WI 54701  
Telephone: (715)839-3750  
Email: [matthew.vitale@wisconsin.gov](mailto:matthew.vitale@wisconsin.gov)

*[signatures on following page]*

**Redevelopment Authority of the City of Stevens Point, WI**

BY: \_\_\_\_\_

John Schlice, Chairman of the RA

ATTEST: \_\_\_\_\_

Ryan Kernosky, Executive Director of the RA

DATE: \_\_\_\_\_

**Mid-State Technical College District**

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_